

SCHEDULE 5B – MODIFICATION REQUIRED

PLEASE SEE GENERAL REQUIREMENTS APPLICABLE TO SCHEDULE 5B SET OUT IN APPENDIX 1 AND SPECIFIC REQUIREMENTS SET OUT IN IDA'S ANNOTATIONS BELOW.

SCHEDULE 5B

**LICENSING OF TOWER SPACE & CO-LOCATION SPACE AT
TOWER SITES**

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SCHEDULE 5B

LICENSING OF TOWER SPACE & CO-LOCATION SPACE AT TOWER SITES

SCHEDULE 5B - GENERAL COMMENTS

IDA directs SingTel to modify Schedule 5B to address the following requirements:

- (a) Paragraph 5.3.1 of the IRS/MWS Schedule imposes an obligation on SingTel to offer co-location at any technically feasible location within its network. This includes exchanges, submarine cable landing stations, radio towers and tower sites, and roof spaces. In this respect, SingTel's offer of co-location is generally set out in Schedule 8 (including 8A, 8B and 8D). However, SingTel's offer of co-location at radio towers, tower sites and roof spaces is currently set out in Schedules 5B and 5C, respectively. This results in 2 separate schedules within the RIO providing for co-location (i.e. Schedules 5 and 8). In IDA's view, it is appropriate that all requests for co-location should be rationalised and contained within the framework of Schedule 8. Accordingly, unless SingTel can justify otherwise, IDA requires SingTel to make such modifications as are necessary to incorporate these schedules within the framework of Schedule 8.*
- (b) Please refer to Paragraph 15 of the Explanatory Memorandum. In order to facilitate Requesting Licensees in obtaining access to SingTel's Tower and Tower Sites, IDA requires SingTel to incorporate in Schedule 5B a list of its Tower and Tower Sites (including details such as address and location). IDA would also clarify that, where SingTel wants to decommission any Tower or Tower Site that is offered under its RIO, SingTel must obtain IDA's approval prior to doing so.*
- (c) IDA notes that SingTel has not provided for any right of suspension in Schedule 5B. If SingTel wants to exercise any such right of suspension in relation to a Tower Access Licence, IDA requires SingTel to specifically incorporate into Schedule 5B a provision for suspension similar to that in Clause 8 of Schedule 8A (incorporating IDA's required amendments to Clause 8 of Schedule 8A). IDA reminds SingTel that the suspension of any Tower Access Licence must be subject to IDA's approval (i.e. the provision for suspension must be subject to Clause 12.2 of Part 2 of the Main Body of the RIO Agreement).*

1. SCOPE

- 1.1** This Schedule sets out the terms and conditions under which SingTel will provide the Requesting Licensee with a licence (**Tower Access Licence**) to use:
- (a) SingTel's tower space for the sole purpose of mounting radio transmission or reception equipment (**Tower Equipment**) to allow the Requesting Licensee to provide telecommunication services to the Requesting Licensee's Customers; and
 - (b) Co-Location Space and physical access thereto at tower sites for equipment used to connect to the radio transmission or reception equipment referred to in clause 1.1(a).
- 1.2** The Requesting Licensee must have acquired any such licenses as required from time to time to operate any equipment it intends to locate within the tower site before SingTel will provide a Tower Access Licence.
- 1.3** Except as provided in this Schedule, the Requesting Licensee shall, at its own cost, provide all installation materials and manpower needed for the installation of its Co-Location Equipment.
- 1.4** SingTel shall not be responsible for any damage to the Requesting Licensee's equipment caused by fire, water leakage, air-conditioning/mechanical ventilation failure, power fluctuation/interruption, or anything beyond SingTel's control at the tower site other than to the extent that it is the result of a grossly negligent, wilful or reckless breach of this RIO Agreement by SingTel.
- 1.5** This Schedule 5B only applies to Requesting Licensees who are FBOs.
- 1.6** SingTel will provide Tower Access Licences on a per tower basis.
- 1.7** SingTel shall only grant a Tower Access Licence to a Requesting Licensee where there is tower space and Co-Location Space available at the relevant tower site as determined under clause 2.
- 1.8** The tower space will be provided in an "as-is-where-is" condition.

CLAUSES 1.9 AND 1.10 – MODIFICATION REQUIRED

Please refer to Paragraph 3 of Appendix 1. Arising from IDA’s requirement for SingTel to incorporate service level guarantees for each service and effective remedies for failure to comply with such guarantees (including service standards and timeframes for pre-provisioning, provisioning and fault rectification), IDA directs SingTel to propose for IDA’s approval, the necessary consequential amendments to Clauses 1.9 and 1.10 to comply with IDA’s requirements in relation to the service level guarantees and remedies that SingTel must provide under each schedule.

- 1.9** (a) The timeframes in this Schedule relating to pre-provisioning work to be undertaken by SingTel under clauses 3.3, 4.3 and 4.7 (such as the completion of project studies and the assessment of applications) are subject to delays caused by events outside SingTel’s reasonable control, in which case SingTel may extend these timeframes for a period equal to the period of such delays.
- (b) For the avoidance of doubt, a failure to meet these timeframes caused by events outside SingTel’s reasonable control does not constitute a breach of this Schedule or this RIO Agreement.
- 1.10** (a) If SingTel fails to meet any timeframes in this Schedule relating to provisioning work to be undertaken by SingTel under clause 5.1, and the failure to meet the timeframe is solely caused by SingTel, SingTel will provide a remedy to the Requesting Licensee.
- (b) Such remedy will be in the form of a credit to the Requesting Licensee of the recurring Charges payable for the delayed services over a period equal to the period of the delay.
- (c) The Requesting Licensee acknowledges that this remedy is a genuine pre-estimate of the Requesting Licensee’s loss and will be the sole and exclusive remedy available to the Requesting Licensee for such failure to meet provisioning timeframes and shall be SingTel’s sole and exclusive liability to the Requesting Licensee for such failure.

2. AVAILABILITY OF TOWER SPACE & CO-LOCATION SPACE

- 2.1** For the purposes of this Schedule, SingTel may have regard to the following when assessing the availability of tower space & Co-Location Space:

- (a) SingTel's reasonably anticipated requirements in the next one (1) year for tower space and/or Co-Location space for the provision to itself and its Customers;
- (b) SingTel's reasonably anticipated requirements in the next one (1) year for tower space and/or Co-Location for operations and maintenance purposes;
- (c) the Requesting Licensee's and other Licensees' requirements (including for operational and maintenance purposes) which have been ordered but not yet delivered or which have been provided;
- (d) any security and confidentiality requirements or restrictions imposed on SingTel by Governmental Agencies; and
- (e) whether SingTel has plans or otherwise proposes to decommission the tower or the site within six (6) months of the date of the Tower Access Licence Request.

3. ORDERING AND PROVISIONING PROCEDURE

3.1 The Requesting Licensee shall submit its request for a Tower Access Licence with regards to a tower site using the Tower Access Licence Request form in the form of Attachment G containing the following information:

- (a) the location of the tower site in relation to which the Tower Access Licence is sought;
- (b) the number of pieces of radio transmission or reception equipment to be installed in the tower space;
- (c) in the case of point-to-point, the orientation and distant end receiving point;
- (d) the model and specification of each piece of radio transmission or reception equipment to be installed in the tower space;
- (e) the size, weight and wind load of each piece of radio transmission or reception equipment to be installed in the tower space;
- (f) the transmitting and receiving frequency of the signal sent over each piece of radio transmission or reception equipment to be installed in the tower space;
- (g) the transmission power of each piece of radio transmission or reception equipment to be installed in the tower space;

- (h) the number of mounting positions required and their corresponding height in metres Average Mean Sea Level (**AMSL**).
- (i) the cable/waveguide type, gauge and specification of each cable that would be installed in or around the tower space;
- (j) whether power supply is required for equipment to be installed in the tower space;
- (k) evidence of the satisfaction of the condition in clause 1.2;
- (l) the type of Co-Location Equipment proposed to be installed in the Co-Location Space at the tower site;
- (m) the technical characteristics of the transmitting and receiving equipment, including all relevant RF frequencies, power levels, receiver sensitivity;
- (n) in relation to the Co-Location Equipment:
 - (i) the characteristics of the Co-Location Equipment which require special consideration;
 - (ii) the space (subject to clause 3.2) and power requirements of the Co-Location Equipment;
 - (iii) the floor loading of the Co-Location Equipment; and
 - (iv) the type of cable/waveguide to be used, and the diameter of the cable/waveguide; and
- (o) the Requesting Licensee's contact details.

3.2 The Requesting Licensee must request Co-Location Space in a Co-Location Site of a minimum of one (1) square metre to a maximum of ten (10) square metres.

CLAUSES 3.3 AND 3.4 – MODIFICATION REQUIRED

IDA is of the view that the acceptance and rejection procedures set out in Clauses 3.3 and 3.4 are cumbersome and can be significantly streamlined to provide for a more efficient process. Accordingly, IDA directs SingTel to modify Clauses 3.3 and 3.4 to incorporate the following requirements:

- (a) *Within 1 Business Day of the date of the Tower Access Licence Request (“Request Date”), SingTel must notify the Requesting Licensee whether its application is accepted or rejected. In this respect, SingTel may only reject the application for the following reasons:*
- (i) *the Requesting Licensee is not an FBO;*
 - (ii) *the Tower Access Licence Request is not in the prescribed form;*
 - (iii) *the Tower Access Licence Request does not contain all the required information;*
 - (iv) *the Requesting Licensee has not satisfied Clause 1.2;*
 - (v) *the Co-Location Space requested is not within the limits prescribed by Clause 3.2; or*
 - (vi) *SingTel has plans or otherwise proposes to decommission the tower or the site within 6 months of the date of the Tower Access Licence Request (under Clause 2.1(e)).*

IDA considers the timeframe of 1 Business Day of the Request Date to be reasonable given that the basis for determining acceptance or rejection would be apparent on the face of the application.

- (b) *Where SingTel rejects the application, SingTel must provide reasons explaining the basis for rejection.*
- (c) *In the case where SingTel notifies the Requesting Licensee of acceptance, SingTel must complete its detailed processing and inform the Requesting Licensee within 3 Business Days from the Request Date of the following:*
- (i) *whether or not the tower space and Co-Location Space is available as determined under Clause 2 (except that the consideration in Clause 2.1(e) on decommissioning shall not apply); and*
 - (ii) *if any of the basis for rejection set out in Clauses 3.4(e), (f), (g), (i), (j) or (k) applies.*

Where SingTel notifies the Requesting Licensee that the tower space and Co-Location Space is unavailable or if any of the basis for rejection set out in Clauses 3.4(e), (f), (g), (i), (j) or (k) applies, SingTel must provide an explanation of the basis for its determination. IDA considers the timeframe of 3 Business Days to be reasonable, given that SingTel has proposed the same timeframe under Clause 3.3.

- 3.3** If the Tower Access Licence Request is rejected, SingTel will provide the reasons for such rejection to the Requesting Licensee within three (3) Business Days of receipt of the Tower Access Licence Request. The Requesting Licensee shall pay SingTel the Tower Access Licence Request fee specified in Schedule 9 for the reasonable costs incurred by SingTel in processing the Tower Access Licence Request regardless of whether the Tower Access Licence Request is successful.

SingTel Comments: Clause 3.3

SingTel has amended clause 3.3 to further streamline the ordering and provisioning process in relation to the licensing of Tower Space and Co-location Space as required by the IDA (IDA Letter to SingTel, 21 February 2005, page 1).

- 3.4** SingTel may reject a Tower Access Licence Request if:
- (a) the Requesting Licensee is not an FBO;
 - (b) the Tower Access License Request is not in the prescribed form;
 - (c) the Tower Access License Request does not contain the required information;
 - (d) the Requesting Licensee has not satisfied clause 1.2;
 - (e) the size, weight and wind load of the radio transmission and reception equipment is not suitable;
 - (f) the transmitting and receiving frequency of the system is not suitable;
 - (g) the transmission power of each piece of radio transmission and reception equipment is not suitable;
 - (h) the Co-Location Space requested is not within the limits prescribed by clause 3.2;
 - (i) there is no Co-Location Space available at the tower site as determined in accordance with clause 2;
 - (j) there is no tower space available at the tower site as determined in accordance with clause 2; or

(k) acceptance of the Tower Access License Request will give rise to significant health, safety, technical or engineering issues.

3.5 The Requesting Licensee acknowledges that the tower space and Co-Location Space allocated and the actual placement of the Tower Equipment and Co-Location Equipment shall be determined by SingTel. SingTel is not obliged to place the same Requesting Licensee's Tower Equipment or Co-Location Equipment adjacent to each other provided that SingTel must use reasonable endeavours to accommodate any reasonable request for adjacent placement made by the Requesting Licensee.

SingTel Comments: Clause 3.5

Clarifying amendment only.

3.6 SingTel shall process all Tower Access Licence Requests on a "first come first served" basis up to the maximum amount specified in clause 3.7.

PROPOSED NEW CLAUSE 3.7 – REJECTION

3.7 SingTel shall process a combined total of no more than one (1) Tower Access Licence Request from all Licensees per Business Day (subject to a maximum of three (3) Tower Access Licence Requests per week) and any subsequent requests received in that week shall overflow to the next week.

SingTel Comments: Clause 3.6 and 3.7

SingTel has introduced clause 3.7 to reflect actual demand by Requesting Licensees for Tower Access Licence Requests. It also ensures an efficient allocation of resources by SingTel, as SingTel's allocation of resources will be based on actual demand for Tower Access Licence Requests. SingTel has introduced clause 3.5 to ensure non-discrimination between Licensees in the processing of requests.

In the current RIO, there is no limit prescribed on the number of applications that SingTel must process for Tower Access Licence Request. Taking into account SingTel's experience in implementing the RIO since 2001, IDA does not see any justification why SingTel should now require a limit for processing Tower Access Licence Request. Accordingly, IDA rejects SingTel's proposed new Clause 3.7.

CLAUSE 4 – MODIFICATIONS REQUIRED

IDA is of the view that the existing Project Study procedures set out in Clause 4 are cumbersome and can be significantly streamlined to provide for a more efficient process, as well as lacks sufficient accountability and certainty. Accordingly, IDA directs SingTel to modify Clause 4 to incorporate the following requirements:

- (a) SingTel must complete the Project Study within 15 Business Days from the date of the Tower Access Licence Request. IDA considers this timeframe to be reasonable.*
- (b) SingTel must delete the requirement in Clause 4.4 that the Requesting Licensee’s engineers and/or consultants be subject to SingTel’s approval. SingTel is able to verify the analysis of the Requesting Licensee’s engineers and consultants under Clause 4.6.*
- (c) As currently drafted, Clause 4.7 does not specify a timeframe within which SingTel will provide the written notice of its Final Approval to the Requesting Licensee. This results in the lack of business certainty for the Requesting Licensee. Therefore, IDA requires SingTel to provide written notice of its Final Approval within the same 15 Business Day period as specified in annotation (a) above.*
- (d) IDA requires SingTel to amend Clause 4.9 to provide that, if SingTel has any reason to believe that there may be a cost-overflow, it must notify the Requesting Licensee as soon as practicable and seek the Requesting Licensee’s agreement to any additional charges beyond the initial cost estimates.*
- (e) The existing process contemplates both a preliminary site survey and a joint site survey. However, it is not clear as to the activities that SingTel will undertake with respect to both surveys. IDA will not permit SingTel to raise a Requesting Licensee’s costs without legitimate justification and in this respect, IDA does not consider a preliminary site survey to be necessary.*

4. PROJECT STUDY

- 4.1** Except where SingTel has rejected a Tower Access Licence Request, SingTel will commence a Project Study within fifteen (15) Business Days of SingTel’s preliminary acceptance of a Tower Access Licence Request under clause 3.3. The Requesting Licensee agrees to pay the Project Study fee specified in

Schedule 9, regardless of whether its Tower Access Licence Request is successful.

SingTel Comments: Clause 4.1

SingTel has amended clause 4.1 to further streamline the ordering and provisioning process in relation to the licensing of Tower Space and Co-location Space as required by the IDA (IDA Letter to SingTel, 21 February 2005, page 1).

4.2 The Project Study normally entails at least two (2) site visits:

- (a) a preliminary site survey by SingTel to determine and assess the space, power, earth, fibre and cable routing and any Site Preparation Works required for access to the tower space and the Co-Location Space; and
- (b) a joint site survey with the Requesting Licensee.

4.3 SingTel shall schedule the preliminary site survey and the joint survey. SingTel shall complete the Project Study within fifteen (15) Business Days of its commencement.

SingTel Comments: Clause 4.3

SingTel has amended clause 4.3 to further streamline the ordering and provisioning process in relation to the licensing of Tower Space and Co-location Space as required by the IDA (IDA Letter to SingTel, 21 February 2005, page 1).

4.4 The Requesting Licensee shall at its own cost engage professional engineers and/or consultants subject to SingTel's approval to access the tower space in accordance with the Physical Access Procedures in Attachment C for the purpose of performing structural analysis and electromagnetic tests to verify the feasibility of its proposed usage of the tower space.

4.5 The Requesting Licensee shall provide the results of the analysis performed under clause 4.4 to SingTel.

CLAUSE 4.6 – MODIFICATION REQUIRED

4.6 SingTel may engage its own engineers and/or consultants to verify the analysis performed under clause 4.4 where SingTel has a reasonable justification for doing so. The cost of this verification is to be borne by the Requesting Licensee.

Any cost recoverable by SingTel must be reasonably incurred. Accordingly, IDA directs SingTel to modify Clause 4.6 by qualifying that such cost must be reasonable.

4.7 Following completion of the Project Study, SingTel shall provide written notice of its final approval (**Final Approval**) or rejection of the Tower Access Licence Request to the Requesting Licensee along with the following information where appropriate:

- (a) the estimated Charge for the Site Preparation Work along with an outline of the major elements of the Site Preparation Work to be undertaken by SingTel;
- (b) the mounting position allocated for the radio transmission or reception equipment;
- (c) the location of the designated Lead-in Manhole to the Co-Location Space and the direction of the Connection Duct;
- (d) the estimated length of fibre cable required from the Lead-in Manhole to the Co-Location Space; and
- (e) the number of Business Days expected to complete the Site Preparation Work.

With reference to IDA's annotations to Clause 5 below, IDA directs SingTel to modify Clause 4.7(e) to incorporate the requirements specified.

4.8 SingTel shall be entitled to levy and receive the Project Study fee provided in Schedule 9 regardless of the outcome of the Project Study or whether the Requesting Licensee proceeds with the Tower Access Licence Request after completion of the Project Study.

SingTel Comments: Clause 4.8

Clarifying amendment only.

4.9 Where Final Approval is granted under clause 4.7, the Requesting Licensee shall confirm in writing to SingTel that it wishes to proceed with the Tower Access

Licence Request (**Final Acceptance**) and that it agrees to pay the estimated Charges for Site Preparation Work (as notified by SingTel from time to time), within five (5) Business Days from the date of notification of the result of the Final Approval. If the Requesting Licensee does not give such confirmation within five (5) Business Days, its Tower Access Licence Request will be deemed to be cancelled. The Charges for Site Preparation Work are estimates only and are subject to change. SingTel shall use its reasonable endeavours to complete the Site Preparation Work within the price estimate. SingTel may provide the Requesting Licensee with a revised price estimate from time to time where SingTel's costs increase due to circumstances beyond its reasonable control. SingTel may suspend construction under this clause until the Requesting Licensee agrees to the revised price estimate.

SingTel Comments: Clause 4.9

SingTel incurs various costs in undertaking Site Preparation Work, and wishes to ensure that these costs are allocated fairly between SingTel and Requesting Licensees.

CLAUSE 5 – MODIFICATION REQUIRED

IDA directs SingTel to modify Clause 5 to incorporate the following requirements:

- (a) *Taking into consideration SingTel's experience in implementing the RIO since 2001, IDA considers it reasonable to now require SingTel to commit to a specific timeframe by which SingTel must complete the Site Preparation Work. This will provide certainty to Requesting Licensees and facilitate their network planning. Accordingly, SingTel must propose for IDA's approval a specific timeframe by which it must complete the Site Preparation Work. The timeframe must be broken down into the specific tasks that SingTel will perform and the maximum time in which SingTel will take to complete each task. If SingTel is unable to complete the Site Preparation Work within the timeframe specified, SingTel must promptly notify the Requesting Licensee and specify a revised timeframe for completion. With reference to Paragraph 3 of Appendix 1, SingTel must also provide a remedy to the Requesting Licensee for any failure to meet the timeframe and the revised timeframe*
- (b) *SingTel must account to the Requesting Licensee all estimated Charges for the Site Preparation Work in order to enable the Requesting Licensee to decide if it wishes to proceed with Co-Location. Accordingly, SingTel must modify Clause 5.1 to provide that SingTel will include, as part of the notification of*

the result of the Project Study, clear and detailed explanation of the scope of Site Preparation Work to be undertaken together with the estimated Charges for each item of such work. SingTel must also incorporate modifications to provide for its obligation to keep the Requesting Licensee informed if SingTel has any reason to believe that the costs incurred may exceed the estimated Charges and to seek the Requesting Licensee's agreement to such additional costs.

- (c) *SingTel must notify the Requesting Licensee within 1 Business Day from the completion of the Site Preparation Work to attend the Co-Location Site for a final site inspection of the Co-Location Space.*

5. SITE PREPARATION WORK FOR THE CO-LOCATION SPACE

- 5.1 SingTel shall complete the Site Preparation Work within the period advised under clause 4.7(e). If SingTel is unable to complete the Site Preparation Work within the advised period, SingTel shall notify the Requesting Licensee of a revised date for completion.

- 5.2 As part of the Site Preparation Work, SingTel shall construct two (2) 110mm Connection Ducts of one (1) metre from the designated Lead-in Manhole in the direction indicated in clause 4.7(c) for the Requesting Licensee to connect its ducts. SingTel shall construct the duct seal for the Connection Duct constructed in SingTel's Lead-in Manhole.

- 5.3 Upon completion of the Site Preparation Work, SingTel will notify the Requesting Licensee and request the Requesting Licensee to attend the Co-Location Site for a final site inspection of the Co-Location Space.

6. INSTALLATION AND MAINTENANCE OF EQUIPMENT IN THE TOWER SPACE

CLAUSE 6.1 - MODIFICATION REQUIRED

- 6.1 Where the Requesting Licensee gives its Final Acceptance under clause 4.9, the Requesting Licensee shall provide its installation schedule, installation plan and work method statement within five (5) Business Days from the Final Acceptance.

IDA is of the view that it is impractical to require the Requesting Licensee to provide the work method statement required under Clause 6.1, given that the Requesting Licensee will not be familiar with SingTel's existing equipment located in the tower

space. At the same time, IDA recognises SingTel's concern to ensure that Requesting Licensees carry out work in a careful manner so as to avoid any damage to SingTel's equipment. Accordingly, IDA directs SingTel to modify Clause 6.1 by removing the obligation for the Requesting Licensee to submit to SingTel a work method statement. Alternatively, SingTel may propose for inclusion in Schedule 5B, a standard work method statement that Requesting Licensees must comply with when carrying out works in the Tower Space.

CLAUSE 6.2 – MODIFICATION REQUIRED

- 6.2** SingTel shall review the installation schedule and plan provided under clause 6.1 and within five (5) Business Days shall either give the Requesting Licensee;
- (a) an advice giving its approval; or
 - (b) an advice withholding its approval with the reason for refusal and an alternate installation schedule and/or plan.

IDA considers a period of 5 Business Days for SingTel to approve installation to be unreasonably long for a straightforward process. Taking into account SingTel's experience in implementing the RIO since 2001, IDA would expect SingTel to be more efficient in processing applications. Accordingly, IDA directs SingTel to modify Clause 6.2 to adopt 2 Business Days.

- 6.3** The Requesting Licensee must commence installation of the Tower Equipment onto the tower within thirty (30) Business Days of its Final Acceptance or as otherwise agreed to by SingTel.
- 6.4** The Requesting Licensee shall request access to the Tower for the installation works in accordance with Attachment C.

CLAUSE 6.5 – MODIFICATION REQUIRED

- 6.5** SingTel may carry out an inspection of the completed installation and/or a supervision of the installation to confirm that the installation conforms to the approved plans. The reasonable cost for this inspection and/or supervision shall be borne by the Requesting Licensee.

Clause 6.5 does not state when SingTel will carry out the inspection of the completed installation and/or a supervision of the installation. IDA is of the view that the Requesting Licensee cannot be subject to an inspection for an indefinite period of

time. Accordingly, IDA directs SingTel to modify Clause 6.5 to provide that if SingTel chooses to do so, it must carry out the inspection within 5 Business Days from the completion of the installation, failing which SingTel is deemed to have confirmed that the installation conforms to the approved plans.

CLAUSE 6.6 – MODIFICATION REQUIRED

6.6 Where an inspection under clause 6.5 reveals that the installation does not materially conform to the installation plan, or that the installation disadvantages or jeopardises SingTel’s plant, SingTel shall notify the Requesting Licensee of the results of the inspection. SingTel may still inform and require the Requesting Licensee to make adjustments to its installation where the installation does not conform with the installation plan in a non-material way, but this notification will not delay the approval process under this Schedule.

IDA will not permit SingTel to raise a Requesting Licensee’s costs without legitimate justification. Therefore, SingTel must not require a Requesting Licensee to reinstall or take other corrective action because the installation does not conform to the approved installation plan, unless such non-conformity disadvantages SingTel or jeopardises SingTel’s plants. Accordingly, IDA directs SingTel to modify Clause 6.6 by substituting the phrase “installation does not conform with the approved installation plan in a significant manner which disadvantages SingTel or jeopardises SingTel’s plant” in place of the phrase “that the installation does not materially conform to the installation plan, or that the installation disadvantages or jeopardises SingTel’s plant”.

6.7 Upon notification under clause 6.6, the Requesting Licensee shall reinstall its plant or take other corrective action within a reasonable time as agreed between the Parties, but in any event within ten (10) Business Days. The Requesting Licensee shall bear all reasonable costs for re-installation and corrective action. If the Requesting Licensee fails to take appropriate corrective action, SingTel may withdraw physical access or undertake the appropriate corrective action and recover the reasonable cost from the Requesting Licensee accordingly.

PROPOSED DELETION OF CLAUSE 6.8 - REJECTION

SingTel Comments: Former Clause 6.8

Clarifying amendment only. Clause 12 governs the term of the license and properly includes these matters.

SingTel has proposed the deletion of the existing Clause 6.8. In IDA's view, the Requesting Licensee must be allowed to cancel any request or approval for Tower Access Licence. To compel provisioning of facilities on a Requesting Licensee which no longer requires such facilities would be economically wasteful and inefficient. Further, as SingTel will be compensated for processing such cancellation, as well as the reasonable cost that it had incurred up to the point of cancellation, such a process for cancellation is fair and reasonable. In the premises, IDA rejects SingTel's proposed deletion of Clause 6.8.

6.8 The Requesting Licensee shall at its own cost and expense, comply with all reasonable requirements of SingTel regarding the installation and/or maintenance of the Requesting Licensee's plant, the licensed area and any works thereto.

6.9 If in the course of its own activities, the Requesting Licensee detects a fault, defect or problem in the tower it shall notify SingTel as soon as practicable.

6.10 The Requesting Licensee must, at its own cost:

- (a) ensure that the tower is left in a tidy and safe condition following any maintenance or other operation it conducts on or around the tower;
- (b) ensure that flammable, toxic material, building material, or rubbish is not left on or around the tower following any maintenance or other operation it conducts on or around the tower;
- (c) correct any fault, defect or problem with its own equipment which jeopardises SingTel's equipment;
- (d) immediately notify SingTel of any damage to SingTel's equipment consequent upon its act or omission; and
- (e) maintain and repair its own equipment.

CLAUSE 6.11 – MODIFICATION REQUIRED

6.11 If the Requesting Licensee wishes to replace existing Tower Equipment located on the tower or to install additional Tower Equipment on the tower, the Requesting Licensee must submit a request under clause 3.

IDA notes that Clause 14 specifies a procedure for replacing and installing additional equipment. In this respect, the matters dealt with in Clause 6.11 should be contained in Clause 14. Accordingly, IDA directs SingTel to delete Clause 6.11.

7. INSTALLATION AND MAINTENANCE OF CO-LOCATION EQUIPMENT IN CO-LOCATION SPACE

7.1 The Parties agree to comply with the following procedures in connection with the installation and maintenance of Co-Location Equipment:

- (a) the Co-Location Equipment Installation and Maintenance Procedures at Attachment A and as amended by SingTel from time to time;
- (b) the Standard Operating Procedures at Attachment B and as amended by SingTel from time to time; and
- (c) the Physical Access Procedures at Attachment C and as amended by SingTel from time to time.

8. STANDARD TERMS AND CONDITIONS

8.1 Each Requesting Licensee shall be responsible for the construction and maintenance of its equipment. SingTel shall be responsible for maintaining and administering the tower, tower space and the Co-Location Space under this Schedule.

8.2 When SingTel's and the Requesting Licensee's plant is damaged by a Third Party at the same location, SingTel has priority over the Requesting Licensee to work in SingTel's tower.

8.3 The Requesting Licensee shall engage a qualified architect and a professional engineer to make the necessary submission to competent authorities and provide a professional engineer's certification for the installation of the Tower Equipment at its own costs.

8.4 The Tower Equipment installed shall not exceed the height of five (5) metres per deck.

CLAUSE 8.5 – MODIFICATION REQUIRED

- 8.5 The Requesting Licensee shall re-locate and re-install its Tower Equipment at its own expense should the tower structure be required for repair or upgrading works.

IDA considers it reasonable for SingTel to provide the Requesting Licensee with at least 14 Calendar Day prior notice before undertaking any repair or upgrading works. Accordingly, IDA directs SingTel to modify Clause 8.5 to incorporate the requirements specified.

- 8.6 It shall be the responsibility of both Parties to ensure that the Tower Equipment installed does not interfere with any of the existing systems. In the event of such interference, both Parties will act in good faith to take reasonable measures to resolve the interference concerns. If these concerns cannot be resolved by reasonable measures, the Requesting Licensee shall either relocate or remove the Tower Equipment immediately at its own cost.

- 8.7 The Requesting Licensee shall provide proper identification markings on each and every piece of Tower Equipment and cable installed.

9. ACCESS AND APPROVALS REQUIRED

- 9.1 The Requesting Licensee must use its reasonable endeavours to assist SingTel in providing the licence to use the tower space and the Co-Location Space, including, but not limited to:

- (a) at the Requesting Licensee's cost, co-operating with SingTel so that SingTel is able to license the tower space and the Co-Location Space efficiently; and
- (b) obtaining and maintaining any authorisation, permission, licence, waiver, registration or consent from any person necessary for licensing the tower space and the Co-Location Space.

- 9.2 The access to the tower space and the Co-Location Space is subject to approval from all the relevant authorities with regard to its use and proposed renovation. The Requesting Licensee shall comply with all the terms and conditions imposed by the relevant authorities or government departments at its own cost.

- 9.3 The Requesting Licensee shall at its own cost and expense, comply with all statutes, by-laws, rules or regulations that may apply to or be imposed on the Requesting Licensee in respect of the licence by any Governmental Agency.

10. REQUESTING LICENSEE'S RIGHTS

10.1 The Requesting Licensee has a personal right of occupation on the terms and conditions of the access granted to the tower space and Co-Location Space and has no right, title, proprietary interest or interest in the relevant tower and its tower space or Co-Location Space to which the licence has been granted. This access shall not create a tenancy and shall not give the Requesting Licensee exclusive right to the occupation of the licensed tower space or Co-Location Space. The legal right to possession and control over the tower space and Co-Location Space is vested in SingTel throughout the term of the access.

11. PROTECTION AND SAFETY

11.1 The Requesting Licensee is responsible for the safe operation of its network and shall be responsible for the safe operation of its equipment on the tower and shall, so far as reasonable practicable, take all necessary steps to ensure that its use of the tower space and the Co-Location Space:

- (a) does not endanger the safety of any person, including the employees, contractors, customers or third persons;
- (b) does not damage, interfere with or cause any deterioration in the operation of SingTel's Network;
- (c) does not jeopardise the integrity or confidentiality of communications within the SingTel's Network; and
- (d) does not threaten the security and accessibility of SingTel's tower.

CLAUSE 11.2 - MODIFICATION REQUIRED

11.2 The Requesting Licensee shall report immediately any incident, injury or harm, fatal or otherwise that occurs at the site to SingTel and the Authority. For fatal or serious accident, the accident site shall be left undisturbed to facilitate the relevant authority's investigation of the circumstances leading to the accident. The Requesting Licensee shall report immediately to the Ministry of Manpower, the police and the insurance company of any fatal accident having occurred at the site. The Requesting Licensee shall be liable for and shall indemnify and keep indemnified SingTel against all losses, claims, proceedings, damages, liabilities, costs and expenses for injuries or death to any person whomsoever or any loss or damage to any property whatsoever which arise out of or in

consequence of any act or omission of the Requesting Licensee's employees and contractors in relation to SingTel's tower site and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof.

IDA is not the relevant Authority concerned with investigating the circumstances which may lead to the accident. Accordingly, IDA directs SingTel to modify Clause 11.2 by making reference to the "relevant authority", instead of the "Authority".

11.3 The Requesting Licensee certifies that all work performed by the Requesting Licensee which licence has been approved is performed by appropriately qualified, skilled and trained personnel.

CLAUSE 12 - MODIFICATION REQUIRED

IDA directs SingTel to modify Clause 12 to incorporate the following requirements:

- (a) SingTel must not impose a minimum term of licence in Clause 12. To compel a Requesting Licensee to retain its Tower Access Licence that the Requesting Licensee no longer requires is inefficient and wasteful.***
- (b) Therefore, while the term of the Tower Access Licence shall continue until the expiry of the RIO Agreement, the Requesting Licensee may terminate the licence at any time by giving SingTel 1 month notice period. However, where the Requesting Licensee requires termination of the licence before the expiry of the 1 month notice period, the Requesting Licensee will remain liable for the recurring charges under the Tower Access Licence until the date of expiry of the 1 month notice period term.***

This amendment is necessary to provide the industry with certainty as to the duration of the Tower Access Licence and obviates the unnecessary process of renewing the licence. Further, IDA is of the view that the current notice period of 6 months prescribed in Clause 12.4 for termination by the Requesting Licensee unnecessarily hinders the Requesting Licensee's ability to structure its business operations to meet changing market conditions.

- (c) IDA will not permit SingTel to unilaterally terminate a Tower Access Licence by giving prior written notice to the Requesting Licensee. Please also refer to IDA's annotations to Clause 12.7 below on the circumstances under which SingTel may terminate the licence of a Tower Access Licence upon the occurrence of certain specified events.***

12. TERM OF LICENCE

12.1 Subject to clause 12.2, the Tower Access Licence shall commence on the date the Requesting Licensee provides notice of its Final Acceptance under clause 4.9 and shall continue for two (2) years from the date of Final Acceptance.

12.2 The Tower Access Licence under clause 12.1 shall be automatically extended for six (6) months periods until:

- (a) the Tower Access Licence is terminated in accordance with this Schedule;
- (b) the SingTel RIO is revoked by the Authority under clause 13.8 of the RIO Agreement; or
- (c) until the Authority removes the requirement for SingTel to supply Tower Access under the SingTel RIO or exempts SingTel from providing Tower Access under clause 13.9 of the RIO Agreement.

SingTel Comment: Clause 12.2

Clarifying amendment only. SingTel has inserted new paragraphs (b) and (c) to ensure consistency of language with the main body of the RIO Agreement.

CLAUSE 12.3 – MODIFICATION REQUIRED

12.3 SingTel may terminate the Tower Access Licence at any time with immediate effect by giving notice to the Requesting Licensee if the Requesting Licensee fails to complete the installation of its tower and Co-Location Equipment within thirty (30) Business Days under Attachment A or as otherwise agreed by SingTel. If the Requesting Licensee's failure to complete installation is attributable to circumstances beyond the Requesting Licensee's reasonable control, SingTel will grant a reasonable extension of time for installation to the Requesting Licensee at the Requesting Licensee's request. A Requesting Licensee's request under this clause must describe the circumstances beyond the Requesting Licensee's control and such request must be received prior to the expiry of the aforementioned thirty (30) Business Day period.

IDA notes that this Clause 12.3 does not specify the timeframe within which SingTel will notify the Requesting Licensee whether or not it approves the request for

extension of time. This results in business uncertainty for the Requesting Licensee. Accordingly, SingTel directs IDA to modify Clause 12.3 to provide that SingTel will notify the Requesting Licensee of its approval or rejection within 2 Business Day from the date of request for extension.

12.4 The Requesting Licensee may terminate a Tower Access Licence under this Schedule after the expiry of the original term under clause 12.1 by giving SingTel no less than six (6) months' written notice. Termination of the licence shall take effect from the date specified in the notice.

SingTel Comment: Clause 12.4

SingTel has amended clause 12.4 to prevent Requesting Licensees from obtaining a licence for only a brief period of time before terminating the licence. Clause 12.4, as amended, provides SingTel with greater certainty in respect of network planning and removes any incentive for Requesting Licensees to make frivolous or vexatious requests for a Tower Access Licence.

12.5 SingTel may terminate the Tower Access Licence with effect on or after the expiry of the original term under clause 12.1 by giving the Requesting Licensee no less than six (6) months' written notice. Termination of the licence shall take effect from the date specified in the notice.

CLAUSE 12.6 – MODIFICATION REQUIRED

12.6 Subject to clause 13.2 of the RIO Agreement where SingTel is the party terminating, either Party (**Terminating Party**) may terminate a Tower Access Licence if the other Party is in breach of this Schedule and such breach remains unremedied for a period of five (5) Business Days after receiving notice from the Terminating Party to do so.

Consistent with IDA's required amendments to Clauses 12.1(d) and 13.1(d) of Part 2 of the Main Body of SingTel's RIO, IDA directs SingTel to modify Clause 12.6 by extending the notice period to 14 Calendar Days.

CLAUSE 12.7 – MODIFICATION REQUIRED

IDA directs SingTel to modify Clause 12.7 to incorporate the following requirements:

- (a) *IDA will not permit SingTel to terminate a licence for Tower Access Licence immediately by written notice, except in the circumstances specified in Clauses 12.7(a) to (c), (e) to (f) and (h).*
- (b) *Where Clause 12.7(d) applies, SingTel must provide the Requesting Licensee with 10 Business Days' notice prior to terminating the licence for Tower Access Licence. This is to avoid any dispute, should SingTel wrongly conclude that the Requesting Licensee has abandoned its Tower Equipment.*
- (c) *In relation to Clause 12.7(f), SingTel has not provided any basis by which it determines that the Tower Space is "unsuitable". Accordingly, unless SingTel can specify in these clauses, objective and satisfactory bases for making such a determination, IDA requires SingTel to delete the reference to "unsuitable".*
- (d) *IDA is of the view that the events triggering Clause 12.7(g) should be dealt with in Clause 12.8. Accordingly, unless SingTel can provide IDA with satisfactory justification for retaining Clause 12.7(g), SingTel must delete Clause 12.7(g) in its entirety.*

12.7 Subject to clause 13.2 of the RIO Agreement, SingTel may immediately terminate the Tower Access Licence if:

- (a) the Requesting Licensee is no longer an FBO;
- (b) in SingTel's reasonable opinion, the Requesting Licensee is using the tower space or Co-Location Space in contravention of an applicable law, licence, code, regulation or direction and SingTel has the necessary confirmation from the relevant Governmental Agencies that the Requesting Licensee is in contravention of the applicable law, licence, code, regulation or direction;
- (c) the Tower Equipment or Co-Location Equipment is used for a purpose other than for the purpose contemplated under clause 1.1;
- (d) the Requesting Licensee removes or abandons its Tower Equipment or Co-Location Equipment;
- (e) the Requesting Licensee locates equipment other than Tower Equipment or Co-Location Equipment in the tower space or Co-Location Space respectively;
- (f) the tower Space or Co-Location Space have become unsafe or unsuitable for their purpose;

- (g) SingTel's right to own, maintain or operate the tower site is revoked or terminates or expires; or
- (h) the Requesting Licensee's use of the tower site causes or is likely to cause physical or technical harm to any telecommunication network, system or services (whether of SingTel or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of SingTel's Network.

CLAUSE 12.8 – MODIFICATION REQUIRED

12.8 SingTel may give the Requesting Licensee notice as soon as reasonably practicable at any time during the term that the Tower Access Licence is to be terminated because of the closure of that tower site. The Requesting Licensee shall bear its own cost associated with the closure of a tower site and the Requesting Licensee shall solely be responsible for making such alternative arrangements as are necessary to continue to provide its customers with services. If the Requesting Licensee requests assistance from SingTel within thirty (30) Business Days after receiving a notice under this clause to provide an alternative solution to access the tower site which is being terminated, SingTel shall use its reasonable endeavours to assist the Requesting Licensee in finding suitable alternatives to the tower site that is the subject of termination provided that nothing in this clause shall restrict SingTel's right to terminate under this clause 12 and that the ultimate responsibility to find an alternative lies with the Requesting Licensee.

SingTel Comments: Clause 12.8

SingTel has amended clause 12.8 to account for situations where SingTel is required by a Third Party to close the site.

Given that the closure of a tower site is an event that is planned for by SingTel well in advance, IDA considers it reasonable to require SingTel to provide at least 6 months prior notice to the Requesting Licensee before such event. This will provide the Requesting Licensee with reasonable sufficient notice to make alternative arrangements and minimise service disruption to End Users. However, in situations where SingTel is unable to provide the minimum required notice of 6 months under Clause 12.8 as a result of circumstances beyond SingTel's reasonable control (for example, where a third party requires SingTel to close the site without providing sufficient notice to SingTel), SingTel must notify the Requesting Licensee as soon as

practicable upon becoming aware of any pending closure of the site. In addition, SingTel must take reasonable measures to minimise disruptions to the Requesting Licensee in the provision of its services to End Users arising from the termination. IDA directs SingTel to modify Clause 12.8 to incorporate the above requirements.

CLAUSE 12.9 AND PROPOSED NEW CLAUSE 12.10 – MODIFICATION REQUIRED

Please refer to Paragraph 2 of Appendix 1. IDA will permit SingTel to recover all reasonable costs associated with the reinstatement of its tower site. However, such a right of recovery is not applicable where the tower site is being decommissioned by SingTel. This is because in such a situation: (i) it is SingTel’s business decision that caused the cost; and (ii) SingTel would not be able to avoid the costs of termination in any case since decommissioning of the tower site necessarily entails termination. Accordingly, IDA directs SingTel to modify Clause 12.9 and proposed new Clause 12.10 to incorporate the requirements specified.

12.9 Upon expiry or termination of the Tower Access Licence:

- (a) the Requesting Licensee must discontinue the use of its Tower Equipment and Co-Location Equipment and remove its Tower Equipment and Co-Location Equipment from the tower site within thirty (30) Business Days after the expiry of the Tower Access Licence or from the date of termination of the Tower Access Licence, whichever is the earlier; and
- (b) SingTel shall reinstate the tower space and Co-Location Space and recover/reinstate all cables/supports/opening and recover the reasonable cost of such reinstatement from the Requesting Licensee.

12.10 Upon expiry or termination of the licence in respect of the Tower Access Licence and the removal of the Requesting Licensee’s Tower Equipment and Co-Location Equipment from the tower site, SingTel shall verify and restore the state of the tower site. The Requesting Licensee shall pay all reasonable costs incurred by SingTel in verifying and restoring the state of the tower site.

SingTel Comments: Clause 12.10

SingTel incurs costs in verifying and restoring the state of the tower site following the removal of the Requesting Licensee’s Tower Equipment and Co-Location Equipment. SingTel should be permitted to recover these costs in accordance with clause 12.10

CLAUSE 12.11 – MODIFICATION REQUIRED

12.11 If the Requesting Licensee fails to discontinue the use of its Tower Equipment and Co-Location Equipment and remove its Tower Equipment and Co-Location Equipment under clause 12.7, SingTel shall remove the Requesting Licensee's Co-Location Equipment and reinstate the tower space and Co-Location Space to their original condition. The Requesting Licensee shall pay to SingTel all reasonable costs associated with the work undertaken by SingTel including the disposal of the Tower Equipment and Co-Location Equipment. In such event, the Requesting Licensee shall have no claim whatsoever against SingTel.

IDA directs SingTel to modify Clause 12.11 to clarify that the exclusion of liability applies only in connection with the disposal of the Tower Equipment and Co-Location Equipment.

CLAUSE 12.12 – MODIFICATION REQUIRED

12.12 Upon termination of the Tower Access Licence, any physical access granted to the tower site shall also be terminated.

Upon termination of the Tower Access Licence, a Requesting Licensee may still require physical access in order to remove its equipment. Accordingly, IDA directs SingTel to modify Clause 12.12 to allow the Requesting Licensee physical access for the purposes of removing its equipment.

CLAUSE 12.13 – MODIFICATION REQUIRED

12.13 Upon termination of Tower Access Licence by the Requesting Licensee or SingTel under this clause 12 (except clauses 12.7(f) or 12.7(g)) prior to the expiry of the licence term referred to in clauses 12.1 and 12.2, the following Charges shall be recovered from the Requesting Licensee but only where SingTel has at its discretion constructed additional Co-Location Space in respect of a tower and has not recovered the full cost of Site Preparation Work from the Requesting Licensee from upfront Site Preparation Work Charges:

- (a) licence Charges for the remainder of the original licence term; and
- (b) outstanding pro-rata Site Preparation Work Charges.

The cost incurred by SingTel for Site Preparation Work must be notified to the Requesting Licensee upfront and be recovered from the Requesting Licensee upfront. In this respect, IDA will not permit SingTel to recover any cost for Site Preparation Work that has not been notified and recovered from the Requesting Licensee upfront. Accordingly, IDA directs SingTel to delete Clause 12.13.

13. SUB-LICENSING

13.1 The Requesting Licensee must not assign the Tower Access Licence in respect of or sub-let the tower space or Co-Location Space at the tower site.

14. ADDITIONAL SPACE AND EQUIPMENT

CLAUSES 14.1 AND 14.2- MODIFICATION REQUIRED

IDA requires SingTel to clarify the applicable procedures and timeframes by which SingTel will process a Requesting Licensee's request for replacement, modification, rearrangement or additional installation of equipment. In this respect, it is uncertain as to which sub-clauses in Clause 3 apply. In any event, the applicable procedures and timeframes must be sufficiently streamlined to enable a Requesting Licensee to make its request and for SingTel to process the request in an efficient and expedient manner. Accordingly, IDA directs SingTel to modify Clauses 14.1 and 14.2 to incorporate the requirements specified.

In addition, any reasonable cost which SingTel seeks to recover for processing such request is subject to IDA's approval. If SingTel wants to recover such costs, SingTel must propose for inclusion in Schedule 9 the relevant costs.

14.1 If the Requesting Licensee wishes to replace, modify or rearrange existing Tower Equipment or Co-Location Equipment in the tower space or Co-Location Space or to install additional Tower Equipment or Co-Location Equipment in the tower space or Co-Location Space, the Requesting Licensee must submit a request in respect of the replacement, modification, rearrangement or additional Tower Equipment or Co-Location Equipment. The Requesting Licensee shall be liable for the costs incurred by SingTel in processing the application.

SingTel Comments: Clause 14.1

SingTel incurs costs in processing applications in relation to the replacement, modification, rearrangement and installation of Tower Equipment and Co-Location

Equipment. SingTel should be able to recover these costs from the Requesting Licensee.

- 14.2** Requests for additional tower space or Co-Location Space at tower sites shall be treated as a separate Tower Access Licence Request and the process of ordering and provisioning in clause 3 shall apply.